

**Consulting Contract between the
Orange County Public Schools and Nixon and Associates**

THIS AGREEMENT is made by and between the Orange County Schools herein referred as the client, and Nixon and Associates, herein referred to as the consultant. Parties, for good and valuable consideration, agree as follows:

1. Scope of Services

The consultant will provide the following services for the client as requested by the Chief of Staff, Chief Financial Officer or designees:

Florida Education Finance Program Evaluation Services

- Provide a detailed FEFP analysis of the impact on the district of the Governor's Budget Recommendations, House Fiscal Policy Sub Committee, House Fiscal Policy Committee, House Appropriations Bill, Senate Sub Committee on Appropriations, Senate Appropriations Committee, Senate Appropriations Bill and the Conference Report.
 - Each analysis will enable the District to see the impact on the District (the resource availability test) as well as how the District is faring relative to other District's (the equity test).

Provide special analyses of legislative proposals as requested by the District.

2. Fees and Costs

The fee for providing the FEFP analyses described above is \$8,000. For special analyses or services requested by the district services will be billed at \$125 per hour. The fees for the FEFP analyses will be billed subsequent to completion of major milestones. Additional services and special analyses will be billed subsequent to the services being provided.

3. Other Terms and Conditions

- a. It is understood that should the client ask the consultant to serve as a lobbyist before the Florida Legislature, those services are outside of the scope of services provided pursuant to this Agreement, and shall be performed under a separate fee agreement.
- b. It is understood that the construction, interpretation, and the performance of this contract shall be governed by the laws of the state of Florida.
- c. It is understood that this contract shall constitute the entire agreement between the client and the consultant with respect to the matters discussed herein and

shall not be altered, amended, or revised except in writing signed by an authorized representative of the client and Mixon and Associates.

The signatures below indicate each signatory's acceptance of all the terms and conditions of this contract regarding the engagement of Mixon and Associates as a consultant.

Mixon and Associates

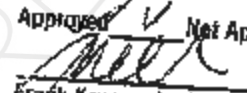


Henry R. Boekhoff
Mixon and Associates

Orange County Public Schools



Ronald Blocker
Superintendent of Schools

Approved  Not Approved
Date 2/14/07
Frank Kruppenbacher
General Counsel
Orange County Public Schools

*EDD Proposal and Scope of Services
Prepared for Orange County Public Schools*

The following outline represents an agreement for services to be delivered to Orange County Public Schools by Emergent Design and Development, Inc. (EDD).

AGREEMENT

THIS AGREEMENT was entered into as of July 1, 2008, by and between **Emergent Design and Development, Inc.** whose address is 403 Saint Francis Street, Tallahassee, Florida 32301, hereinafter referred to as the "Consultant", and **Orange County Public Schools**, whose address is 445 West Amelia Street, Orlando, Florida 32801, hereinafter referred to as the "School District".

WHEREAS, the Consultant agrees to consult with the Superintendent, the administrators of the School District, and selected staff members;

NOW, THEREFORE, it is agreed to as follows:

1. **Term.** The respective duties and obligations of the contracting parties shall be in full force unless terminated in accordance with this agreement.

The agreement may be terminated by either party by giving thirty (30) days' written notice to the other party at the addresses stated above, or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

2. **Consultations.** The Consultant shall be available to consult with the Superintendent, the administrators of the School District, and selected staff members at reasonable times, concerning matters pertaining to educational policy for the School District.
3. **Compensation.** Compensation to the Consultant will be structured as follows:
 - Retainer of \$1,500 per month, payable upon receipt of invoice

The Consultant shall be reimbursed for reasonable and customary expenses related to this agreement. These expenses include mail, courier, travel and ancillary client expenses. The School District shall pre-approve all expenses that exceed \$100.

The School District will pay all expenses and invoices within 21 days of receipt of an invoice provided by the Consultant.

4. **Independent Contractor.** Both the School District and the Consultant agree that the Consultant will act as an independent contractor in the performance of the duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax,

EDD Proposal and Scope of Services
Prepared for Orange County Public Schools

5. Unemployment Insurance taxes, and any other taxes or business license fee as required.
6. **Confidential Information.** The Consultant agrees that any information received by the Consultant during the furtherance of the Consultant's obligations in accordance with this contract, which concerns personal, financial, or other affairs of the School District will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.
7. **Non-Compete.** Consultant hereby agrees that during the term of this agreement, the Consultant shall not compete with the business of the School District or its successors and assigns, or consult, promote or advise any business substantially similar or competitive to the business of the School District.
7. Consultant will use its best efforts to provide the services identified in Consultant's Letter of Agreement, which is attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date first above written.

Orange County Public Schools

Emergent Design and Development

By: *Scott D. Howard*
Title: *Director*
Date: *8-5-08*

By: *Paul Bedford*
Title: *President*
Date: *7-22-08*

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The following outline represents an agreement for services to be delivered to Orange County Public Schools by Emergent Design and Development, Inc. (EDD).

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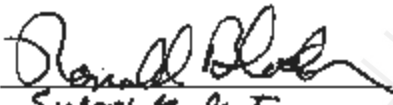
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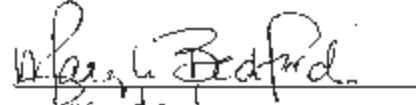
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IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date first above written.

Orange County Public Schools

By: 
Title: Superintendent
Date: 7/31/07

Emergent Design and Development

By: 
Title: President
Date: 7-27-07

EDD Proposal and Scope of Services
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The following outline represents an agreement for services to be delivered to Orange County Public Schools by Emergent Design and Development, Inc. (EDD).

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THIS AGREEMENT was entered into as of July 1, 2006, by and between **Emergent Design and Development, Inc.**, whose address is 1910 Buford Boulevard, Suite 1, Tallahassee, Florida 32308, hereinafter referred to as the "Consultant", and **Orange County Public Schools**, whose address is 445 West Amelia Street, Orlando, Florida 32801, hereinafter referred to as the "School District".

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3. **Compensation.** Compensation to the Consultant will be structured as follows:
 - Retainer of \$1,300 per month, payable upon receipt of invoice

The Consultant shall be reimbursed for reasonable and customary expenses related to this agreement. These expenses include mail, courier, travel and ancillary client expenses. The School District shall pre-approve all expenses that exceed \$100.

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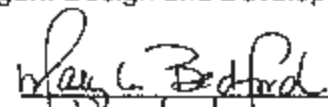
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Orange County Public Schools

By: 
Title: Superintendent
Date: 8/18/06

Emergent Design and Development

By: 
Title: President
Date: 8/30/06



EMERGENT DESIGN &
DEVELOPMENT

November 9, 2004

Mr. Ron Blocker
Superintendent
Orange County Public Schools
445 Amelia Street
Orlando, Florida 32801

Dear Ron:

Education in Florida is changing rapidly. As a result of the new educational leadership changes and the special legislative session, the 2004-2005 school year promises to be challenging for most school districts. However, with the proper insights and guidance, the Orange County School District will have many opportunities to capitalize on these changes.

As we discussed, I believe Orange County Schools would benefit from having a year-round presence in Tallahassee. By serving as your Tallahassee liaison, our company -- ***Emergent Design and Development*** -- could provide the following services:

During the committee meetings and legislative session:

- ✓ Act as your district lobbyist in meeting with legislators, attending meetings, providing information, and developing support for district initiatives.

Throughout the year:

- ✓ Provide information related to the policies, meetings, and upcoming issues being considered by the State Board of Education and the Department of Education;
- ✓ Monitor, actively assist and expedite District projects and concerns in the Department of Education, including, but not limited to, proposals, audits, plant surveys, program reviews, HRMD and management plans, Professional Practice cases, and certification issues;
- ✓ Inform District about criteria and process of the evaluation of projects, obtain status of plans submitted to the Department of Education, and serve as an extension of District staff in Tallahassee;
- ✓ Schedule meetings between School Board Members, Superintendent, and District staff with members of the State Board of Education, Governor's Office, Commissioner's Office, appropriate Department of Education staff and other agency personnel upon request;
- ✓ Inform Orange County about the availability of both federal and state grant opportunities;

Mr. Ron Blocker
November 9, 2004
Page 2

- ✓ Follow-up on specific projects, as requested by Orange County (e.g., Charter School applications and policies, Alternative Education, program weights, etc.);
- ✓ Use established alliances with the Executive Directors of FASA, FSBA, and FADSS, as well as with representatives of other school districts to form coalitions on issues that the district wishes to support; and
- ✓ Other services requested by you.

The cost of providing the above services to your district would be \$1,200 per month, for a contract period of 12 months.

Ron, we would be delighted to assist you in maintaining a presence in Tallahassee, and in working with you to assure the continued educational development of the students in Orange County. Please feel free to contact us at any time.

With best regards,



Robert L. Bedford, CEO
Emergent Design and Development



The following outline represents an agreement for services to be delivered to Orange County Public Schools by Emergent Design and Development, Inc. (EDD).

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Orange County Public Schools

Emergent Design and Development

By: _____
Title: _____
Date: _____

By: Robert L. Bedford
Title: C.E.O.
Date: Nov. 1, 2004

Robert L. Bedford

Mr. Bedford currently serves as CEO of *Emergent Design and Development, Inc.*, Director of Education and Government Issues for the Florida Educational Technology Corporation, and Chairman of the Florida Educational Technology Conference.

Before retiring from the Florida Department of Education in August 1998, Mr. Bedford served as Deputy Commissioner for Educational Programs, a position he held since 1994. His primary responsibility with the Florida Department of Education included the direction of educational programs within the Department and the coordination of department services to local school districts. He has a comprehensive background of educational experiences covering 35 years of service to schools, students, teachers and citizens of Florida. Prior to his service within the Department of Education, Mr. Bedford served as Superintendent of Schools in Charlotte County, Florida since 1981. His educational service also includes being an Assistant Superintendent in Charlotte County, school principal for three Charlotte County schools (1974-1980), Assistant Principal (Junior and Senior High – 1973-1974) and Dean of Boys in Broward County, Florida where he began his career as a teacher in 1964. He has an extensive background in all areas of educational administration including curriculum, instruction, assessment, distance learning and technology.

Mr. Bedford has served on the Florida Articulation Coordinating Council, the Florida Education Standards Commission, the Florida Distance Learning Network, the Florida Association of District School Superintendents, the Florida Association of School Administrators, the State Board of Community Colleges, the State University System Board, the Florida Economic Education Council, SERVE, Council of Chief State School Officers, the Education Commission of the States and JAG (Jobs for America's Graduates.)

He holds a Bachelor of Arts Degree in Education from the University of Florida, and a Masters Degree in Administration and Supervision from Florida Atlantic University.

While in Charlotte County, Florida, Mr. Bedford served as Vice Chairman of First Federal of Englewood and Chairman, Board of Trustees, Englewood Community Hospital. He was a member of the Exchange Club of Pompano Beach, Kiwanis Club of Englewood, Rotary Club of Port Charlotte and Englewood, Phi Delta Kappa, University of Florida Alumni Association, Englewood/Charlotte County Chamber of Commerce, Big Brothers/Big Sisters, and Hospice of Southwest Florida.

Mary K. Bedford

Mary K. Bedford currently serves as President of *Emergent Design and Development, Inc. (EDD)* – a private corporation that provides consultative services in the areas of market development and governmental relations. The primary goal of the corporation is to provide clients with customized services designed to assist them in gaining market share and visibility for their product, thereby increasing the profitability of each client's endeavors.

Prior to becoming one of the founding partners of EDD, Ms. Bedford was the Director of the American College Testing Program Florida's Office where she created and executed between 75-100 training seminars each year on a wide variety of educational topics. She was responsible for introducing innovative market expansion techniques with concomitant customer service strategies that produced strong product growth and less than 1% client attrition. As Director of the ACT Florida Office, she designed, planned and implemented marketing strategies, identified the educational and service needs of clients, and developed consultative solutions. She produced an annual revenue stream of approximately \$1.6 million in products and services.

Subsequent to her role at ACT, Ms. Bedford was a Client Partner for Information Systems of Florida – a School District that specializes in providing technology solutions to a variety of education and government clients. There she was responsible for initiating and developing client relationships to ensure continued corporate revenue growth. As part of her role at ISF, she developed the strategic plans, marketing strategies and communications to the Education market in the Southeastern United States. Once projects were awarded to ISF, she was responsible for project management and oversight, and communicating progress to the client on a regular basis.

Ms. Bedford has extensive skills in market development and expansion techniques, new product development and strategic planning – particularly for products in the education arena. She has outstanding communication and presentation skills, and is widely recognized for the effective management of multiple priorities and excellent client services.

Ms. Bedford is a graduate of Florida State University, with an undergraduate degree in Psychology (B.A.) and has completed her doctoral work in Testing, Measurement and Evaluation. She has served as a member of the Board of Directors of the Rotary Club of Tallahassee, and the Boys and Girls Club of the Big Bend. She is currently the Executive Vice President of the Tallahassee Symphony Orchestra Board of Directors.

Authorization to Represent the Principal before the Florida Legislature

At the time of registration, a lobbyist must provide a statement signed by the principal or principal's representative that the lobbyist is authorized to represent that principal. Submit this *completed* authorization form with the registration form and fee.

Type or print clearly the principal represented and the lobbyist's name as they are stated on the registration form. If the names on the authorization form are different from the names on the registration form, the forms will be returned.

Orange County Public Schools
(Principal represented)

_____ hereby authorizes Robert L. Bedford
(Lobbyist's name)

to represent the Principal before the Florida Legislature.


Authorized Signature of Principal or Principal's Representative

Ronald Blocker
Print Name

Superintendent - OCPs
Print Title

2-18-05
Date